3



```
DONALD H. CRAM, III (State Bar No. 160004)
 1
      ADAM N. BARASCH (State Bar No. 158220)
      BERNARD J. KORNBERG (State Bar No. 252006)
 2
      MARK D. LONERGAN (State Bar No. 143622)
      SEVERSON & WERSON, P.C.
 3
      One Embarcadero Center, Suite 2600
      San Francisco, CA 94111
 4
      Telephone: (415) 677-5533
      Facsimile: (415) 677-5664
 5
      Email: anb@severson. com
 6
      Attorneys for Movant
      WELLS FARGO DEALER SERVICES, INC
 7
      FKA WACHOVIA DEALER SERVICÉS, INĆ.
 8
 9
                            UNITED STATES BANKRUPTCY COURT
                             EASTERN DISTRICT OF CALIFORNIA
                                      FRESNO DIVISION
10
                                                 Case No. 10-14035-A-7
11
      VIDAL CORONA and MINERVA
      NUNEZ,
                                                 DC No.: SW-1
12
                                                 Chapter 7
                  Debtor(s),
13
      WELLS FARGO DEALER
      SERVICES, INC., FKA
WACHOVIA DEALER SERVICES,
                                                Date:
                                                        6/22/2010
14
                                                Time:
                                                        01:30 PM
      INC.,
                                                       Hon. Whitney Rimel
                                                Judge:
15
                                                        2500 Tulare Street
                                                Place:
                  Movant,
                                                        5th Floor, Dept. A, Courtroom 11
16
                                                        Fresno, CA 93721
17
      VIDAL CORONA and MINERVA
      NUNEZ, Debtor(s) and SHERYL
18
      ANN STRAIN, Chapter 7 Trustee,
19
                  Respondents.
20
       WELLS FARGO DEALER SERVICES, INC., FKA WACHOVIA DEALER SERVICES.
                   INC.'S MOTION FOR RELIEF FROM AUTOMATIC STAY
21
            Wells Fargo Dealer Services, Inc., fka Wachovia Dealer Services, Inc. (hereinafter
22
      "Movant") hereby moves this Court for relief from the automatic stay pursuant to 11 U.S.C. §
23
      362(d)(1) for cause on the grounds that Debtor has defaulted on the obligations secured by the
24
      Vehicle and Movant's interest in the Vehicle is not adequately protected. Movant also seeks
25
      relief pursuant to 11 U.S.C. §362(d)(2) on the grounds that there is no equity in the Vehicle for
26
      the Debtor or the estate and it is not necessary for the Debtor's effective reorganization.
27
      //
28
```

1	This motion is brought pursuant to Local Bankruptcy Rule 4001-1 and 9014-1(f)(2) of the		
2	Local Rules of Practice for the United States Bankruptcy Court, Eastern District of California and		
3	is supported by the concurrently filed notice and declaration, as well as all other papers and		
4	pleadings on file in the Debtor's bankruptcy case, and such other evidence as may be filed prior		
5	to, or presented at, the hearing(s) in this matter.		
6	STATEMENT OF FACTS:		
7	The factual allegations herein are supported by the concurrently filed declaration of Julie		
8	Becking.		
9	On or about 7/1/2007, Debtor and Movant's predecessor in interest ("Dealer") entered int		
10	a Motor Vehicle Contract and Security Agreement ("Contract") for the purchase of a 2004 Nissan		
11	Titan, Vehicle Identification No. 1N6AA07A54N524508 ("Vehicle"). The Dealer then assigned		
12	the Contract and Vehicle Title to Movant. A true and correct copy of the Contract is attached to		
13	the accompanying Exhibit Document as Exhibit A. Movant perfected its security interest in the		
14	Vehicle by recording its lien on the certificate of title to the Vehicle. A true and correct copy of		
15	the Motor Vehicle Registration Report evidencing Movant's lien in the Vehicle is attached to the		
16	accompanying Exhibit Document as Exhibit B.		
17	Pursuant to the terms of the Contract, Debtor is obligated to pay Movant 72 monthly		
18	payments of \$397.35 on or before the 31st day of each month. The Contract also provides that		
19	Debtor will pay Movant's collection costs, including any reasonable attorneys' fees and court		
20	costs.		
21	On 4/16/2010, Debtor filed a petition for relief under Chapter 7.		
22	Debtor has defaulted under the Contract and Movant's records reflect that the Debtor's		
23	account is currently due for the month(s) of 12/31/2009 forward with payment defaults totaling		
24	\$2,384.10 plus attorneys fees and costs. The remaining sums owing under the Contract, including		
25	accrued and unpaid charges, total \$14,212.33.		
26	//		
27			
28	//		

1	ARGUMENT:			
2	Movant Is Entitled To Relief From The Automatic Stay For Cause, Including Lack Of Adequate Protection.			
3	Mov	ant is entitled to relief from stay	for cause pursuant to 11 U.S.C. § 362(d)(1). Debtor	
4	is in default	under the terms of the Contract,	the Vehicle is a rapidly depreciating asset, and	
5	Movant is not receiving adequate protection for its collateral. Debtor is delinquent in the monthly			
6	payments under the Contract.			
7 8	Movant Is Entitled To Relief From The Automatic Stay Because There Is Little Or No Equity In The Vehicle For The Estate Or The Debtor And The Vehicle Is Not Necessary For An Effective Reorganization.			
9	Mov	ant is entitled to relief from stay	pursuant to 11 U.S.C. § 362(d)(2). The Debtor's	
10	valuation of the Vehicle is approximately \$7,865.00. A true and correct copy of the Vehicle			
11	valuation is attached to the accompanying Exhibit Document as Exhibit C and incorporated herein			
12	by this reference. Thus, when compared to the \$14,212.33 currently due on the Debtor's account,			
13	there is little or no equity in the Vehicle for Debtor or the estate, and the Vehicle is not necessary			
14	for the Debtor's effective reorganization.			
15		CO	NCLUSION:	
16	For the reasons set forth above, Movant respectfully requests that this Court:			
17	A.	Issue an order granting relief	from the automatic stay authorizing Movant to	
18	repossess and/or dispose of the Vehicle in accordance with applicable non-bankruptcy law;			
19	B.	Waive the fourteen day waiting	ng period under Bankruptcy Rule 4001(a)(3); and	
2021	C.	For such other and further reli	ief as this Court deems necessary and proper.	
22	DATED: Ju	une 3, 2010		
23			SEVERSON & WERSON, P.C.	
24			By: /s/ Adam N. Barasch	
25			Adam N. Barasch / Bernard J. Kornberg	
26			Attorneys for Wells Fargo Dealer Services, Inc., fka Wachovia Dealer Services, Inc.	
27			Tractional Double Solvices, Inc.	

28